

Enterprise Agreement for Government Partners

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement is entered into between the entities identified on the signature form. Under this agreement, Government Partner may order, on behalf of Enrolled Affiliates of the U.S. Government Agency identified on the signature form, licenses for one or more Microsoft Products, solely in connection with a Government Contract. These licenses are solely for the use by Enrolled Affiliate identified in the Enrollment, and not for use or access by Government Partner or any other third party.

Effective date. The effective date of this agreement is the earliest effective date of any Enrollment entered into under this agreement or the date Microsoft accepts this agreement, whichever is earlier. Any reference in this agreement or an Enrollment to a “day” will be a calendar day, except references that specify “business day”.

This agreement consists of (1) these agreement terms and conditions, the signature form, and all attachments identified herein, (2) the terms of Government Partner’s Microsoft Channel Agreement, Government Partner Authorization, and Guide, (3) the Product List, (4) the applicable Product Use Rights, (5) any Enrollment entered into under this agreement.

Terms and Conditions

1. Definitions.

Terms used in this agreement but not defined will have the definition provided in the Product Use Rights.

“Affiliate” means with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft;

“Agency” means the bureau, office, agency, department or other entity of the United States Government with which Government Partner executes a Government Contract for Products in accordance with this agreement;

“Agency Affiliate” means any other bureau, office, agency, department or other entity of the United States Government agency with which Government Partner executes a Government Contract for Products in accordance with this agreement;

“Commercial Product” means any Product Microsoft makes available for a fee;

“Customer Data” means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate through the use of the Online Services;

“Enrolled Affiliate” means an entity, either an Agency or an Agency Affiliate, for which Government Partner orders licenses under an Enrollment under this agreement;

“Enrollment” means the document that Government Partner submits under this agreement to place an initial order for Enrolled Affiliate;

“Enterprise” means the Enrolled Affiliate and its Agency Affiliates identified on an Enrollment to include in its enterprise;

“Fixes” means Product fixes, modifications or enhancements or their derivatives that Microsoft releases generally (such as service packs);

“Government Contract” means the agreement between Government Partner and Agency under which Enrolled Affiliate orders Products from Government Partner;

“Government Partner” means the legal entity that has entered into this agreement;

“License” means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis (“Subscription License”). Licenses for Online Services will be considered Subscription Licenses;

“L&SA” means a License and Software Assurance for any Product ordered;

“Microsoft” means the Microsoft Affiliate that has entered into this agreement or an Enrollment and its Affiliates;

“Online Services” means the Microsoft-hosted services identified as Online Services in the Product List;

“Product” means all products identified in the Product List, such as all Software, Online Services and other web-based services, including pre-release or beta versions;

“Product List” means the statement published by Microsoft from time to time at the Volume Licensing Site. The Product List includes Product-specific conditions or limitations on the acquisition of Licenses for Products. The SLA is available at the Volume Licensing Site;

“Product Use Rights” means the use rights or terms of service for each Product and version published for that licensing program at <http://www.explore.ms> (select License Agreement/Product Use Rights) or at a successor site. The applicable Product Use Rights are expressly incorporated into this Agreement.

“SLA” means Service Level Agreement which specifies the standards Microsoft agrees to adhere to and by which it measures the level of service for an Online Service;

“Software” means licensed copies of Microsoft software identified on the Product List. Software does not include Online Services, but Software may be part of an Online Service.

“Software Assurance” is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product List;

“Trade Secret” means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy;

“use” or “run” means to copy, install, use, access, display, run or otherwise interact.

“Volume Licensing Site” means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. *How the Enterprise Agreement for Government Partner works.*

The Enterprise program establishes an Enrolled Affiliate’s overall licensing framework and the applicable terms and conditions between Microsoft and Government Partner. Under the Enterprise program, Government Partner may acquire Products by entering into an Enrollment on behalf of an Enrolled Affiliate.

- a. Enrollments.** The Enterprise program gives Government Partner the ability to enter into one or more Enrollments to order Products on behalf of Enrolled Affiliates. Subscription Enrollments may be available for some of these Enrollments.
- b. Licenses.** The types of Licenses available are L&SA, Licenses obtained under Software Assurance and Subscription Licenses. Additional types of Licenses may be available as identified on the Product List.
- c. Pricing.**
 - (i) Establishing Price Levels.** Each Product generally is assigned to a Product pool (e.g., applications, systems, or servers). Government Partner’s Price Level will be Level D for all Enterprise Products, Enterprise Online Services, Online Services and Additional Products ordered under any Enrollment.
 - (ii) Setting Prices.** The prices Microsoft charges to Government Partner, as applicable, for each Product are fixed throughout an Enrollment’s initial or renewal term as further described in an Enrollment.

- d. **Order requirements.** Order requirements are outlined in each Enrollment.
- e. **Management and Reporting.** Government Partner and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at: <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.

3. **Government Contract requirements.**

Before reselling Products to Enrolled Affiliate, Government Partner must enter into a Government Contract with Enrolled Affiliate. Government Partner must include the terms and conditions provided in Appendix A in all Government Contracts. If Government Partner fails to comply with the foregoing, Government Partner shall defend and indemnify Microsoft against, and hold Microsoft harmless from, any and all claims, damages and expenses (including reasonable attorneys' fees and other costs of litigation) alleged by any party based upon or related to the Products ordered by Government Partner under this agreement except to the extent that such claims are the result of Microsoft's gross negligence or willful misconduct.

4. **Licenses for Products.**

Upon Microsoft's acceptance of Government Partner's Enrollment for an Enrolled Affiliate, the Enrolled Affiliate has the following rights during the term of the Government Contract. These rights apply to the Licenses obtained under the Government Contract.

- a. **License Grant.** Microsoft grants the Enrolled Affiliate a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this agreement, the License Agreement/Product Use Rights and the Product List. Microsoft reserves all rights not expressly granted in this agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Government Partner exercises a buy-out option on behalf of the Enrolled Affiliate, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or License Agreement/Product Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
 - (i) **Products (other than Online Services).** The License Agreement/Product Use Rights in effect on the effective date of the Enrollment will apply to Enrolled Affiliate's use of the version of each Product that is current at the time. For future versions and new Products, the License Agreement/Product Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the License Agreement/Product Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply.
 - (ii) **Online Services.** For Online Services, the License Agreement/Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product List.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product than the version that is current on the effective date of the Enrollment. In that case, the License Agreement/Product Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the License

Agreement/Product Use Rights applicable to the earlier version apply with respect to those features.

- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enrolled Affiliate automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not use the new version immediately.
 - (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's License Agreement/Product Use Rights.
 - (ii) Subject to Section 8, if the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual, provided that all Software Assurance payments are made in full for the duration of the initial term of the Enrollment. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This agreement, the applicable Enrollment, the Enrolled Affiliate's order to the Government Partner under the Government Contract in a form acceptable to the Government Partner, the Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of Licenses, together with proof of payment, will be the Enrolled Affiliate's evidence of all Licenses ordered by the Government Partner under an Enrollment submitted on Enrolled Affiliate's behalf.
- g. **Reorganizations, Consolidations, and Privatizations.** If the Enrolled Affiliate's requirement for the number of Licenses in its Enterprise changes by more than ten percent as a result of (1) a reorganization, consolidation of an entity or an operating division, or (2) a privatization of Enrolled Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with the Government Partner in good faith to determine how to accommodate Enrolled Affiliate's changed circumstances in the context of this agreement.
- h. **Modification or termination of an Online Service for regulatory reasons.** Microsoft may modify or terminate an Online Service in any country where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating there; (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may be in conflict with any such requirement or obligation. For example, Microsoft may modify or terminate an Online Service in connection with a government requirement that would cause Microsoft to be regulated as a telecommunications provider.
- i. **Program updates.** Microsoft may make a change to this program that will make it necessary for Government Partner to enter into new agreements and Enrollments at the time of an Enrollment renewal.

5. *Product Use Rights.*

Microsoft publishes the Product Use Rights for every Product. If a new version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to the Enrolled Affiliate's use of that Product during the term.

6. *Making copies of Products and re-imaging rights.*

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source.

Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this agreement.

- b. Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may: (1) use up to 20 complimentary copies of any licensed Products in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60 day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the License Agreement/Product Use Rights.
- c. Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g., Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product List.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

7. Transferring and reassigning Licenses.

- a. License transfers.** License transfers are not permitted, except that Enrolled Affiliate may transfer fully-paid perpetual licenses:
 - (i) if Enrolled Affiliate is an agency of the U.S. Government, to another agency of the U.S. Government or to an unaffiliated third party in connection with (1) a privatization of the government agency or of an operating division of an Enrolled Affiliate or one of its government agency affiliates, (2) a reorganization, or (3) a consolidation; or
 - (ii) if Enrolled Affiliate is an agency of a state or local government to: (a) (i) any other government agency, department, instrumentality, division, unit or other office of your state or local government that is supervised by or is part of you, or which supervises you or of which you are a part, or which is under common supervision with you; (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of your state and located within your state's jurisdiction and geographic boundaries; and (iii) any other entity expressly authorized by the laws of your state to purchase under state contracts, or (b) an unaffiliated third party in connection with a privatization of an affiliate of agency as set forth in (a) above or of an operating division of the Enrolled Affiliate or one of its affiliates as set forth in (a) above, a reorganization, or a consolidation.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the license transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, the applicable License Agreement/Product Use Rights, use restrictions, limitations of liability (including exclusions and warranty provisions), and the transfer restrictions described in this section. Any license transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned as described in the License Agreement/Product Use Rights.

8. ***Term and termination.***

- a. **Term.** This agreement will remain in effect unless it is terminated by either party as described below. Each Enrollment or order will have the term provided in that Enrollment or order. In the event of termination, new Enrollments will not be accepted but any existing Enrollment will continue for the term of such Enrollment and be governed by this agreement.
- b. **Termination without cause.** Either party may terminate this agreement, without cause, on 60 days' notice. This agreement will automatically terminate upon expiration or termination of Government Partner's Government Contract, or that portion of the Government Contract applicable to the acquisition of Microsoft Products. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this agreement. Government Partner may terminate an Enrollment if the Agency terminates for its convenience the Government Contract to which the Enrollment applies.
- c. **Mid-term termination for non-appropriation of Funds.** Government Partner may terminate this agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this agreement, including any obligation to submit orders or pay invoices. Microsoft may terminate an Enrollment if the Enrolled Affiliate materially breaches its obligations under the License Agreement/Product Use Rights. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to Government Partner, Microsoft also will give the Enrolled Affiliate a copy of that notice and Government Partner agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Government Partner within a reasonable period of time, Microsoft may terminate this agreement and all other Enrollments under it. If an Agency Affiliate ceases to be an Affiliate of Enrolled Affiliate, Government Partner must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment applicable to it. If Government Partner terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Agency's affiliate, then Government Partner will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) Government Partner terminates Enrollment as a result of Microsoft's breach, (2) Government Partner terminates an Enrollment as a direct result of termination of Government Partner's Government Contract by an Enrolled Affiliate for its convenience, (3) Microsoft terminates an Enrollment because an Enrolled Affiliate ceases to qualify as an

Enrolled Affiliate, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds to an Enrolled Affiliate, then Government Partner on behalf of an Enrolled Affiliate will have the following options for Licenses, excluding Subscription Licenses:

- (i) Government Partner may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses Government Partner has ordered for Enrolled Affiliate; or
- (ii) Government Partner may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses (including the latest version of Products ordered under Software Assurance coverage in an initial or renewal term) for (1) all copies of Products for which payment has been made in full and (2) a proportional number of copies of Products it has ordered for which payment has been made.

For Subscription Licenses, in the event of a breach by Microsoft, Government Partner will receive a credit for any amount paid in advance that would apply after the date of termination.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Government Partner must order Licenses for all copies of Products Enrolled Affiliate has run for which it has not previously submitted an order. Any and all unpaid payments or any order of any kind, including subscription services, remain due and payable. Except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this agreement ends if it does not renew Software Assurance.
- (iii) Termination of this agreement will not terminate Government Partner's Channel Agreement. However, Government Partner must maintain an active Channel Partner agreement to participate under this program. Termination of the Government Partner's Channel Agreement (without a new Channel Agreement being executed) will automatically terminate this agreement.

9. Confidentiality.

To the extent permitted by applicable law, the terms and conditions of this agreement are confidential. Neither party will disclose such terms and conditions, or the substance of any discussions that led to them, to any third party other than Affiliates or agents, or to designated or prospective resellers who: (1) have a need to know such information in order to assist in carrying out this agreement; and (2) have been instructed that all such information is to be handled in strict confidence.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand to be confidential, including Customer Data and the terms of Microsoft agreements. Confidential Information does not include information that (1) becomes publicly available without a breach of this agreement, (2) was lawfully known or received by the receiving party without an obligation to keep it confidential, (3) is independently developed, or (4) is a comment or suggestion one party volunteers about the other's business, products or services.

Each party will take reasonable steps to protect the other party's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship under this agreement. Neither party will disclose that information to third parties, except to its employees, Affiliates, contractors, advisors and consultants (collectively, "Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of the discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other party's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of Representatives who have had access to Confidential Information. Each party agrees that use of information in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply for Customer Data until it is deleted from the Online Services, and for all other Confidential Information, for a period of five years after the Confidential Information is received.

10. **Miscellaneous.**

- a. **Notices to Microsoft.** Notices to Microsoft must be sent to the Microsoft address on the signature form with a copy sent to the address below. Notices must be in writing will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Government Partner about upcoming ordering deadlines, services and subscription information in electronic form, including by email to contacts provided by Government Partner. Emails will be treated as delivered on the transmission date.

A copy of each notice should be sent to:

Microsoft Corporation
Legal and Corporate Affairs
Volume Licensing Group
One Microsoft Way
Redmond, WA 98052
USA

- b. **Severability.** If any provision in this agreement is found unenforceable, the balance of the agreement will remain in full force and effect.
- c. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- d. **Dispute resolution.**

- (i) **Disputes between the Parties.** When bringing an action to enforce this agreement, the parties agree to the following venues:

- 1) If Microsoft brings the action, the venue will be where Government Partner has its headquarters;
- 2) If Government Partner brings the action with any Microsoft Affiliate the venue will be the State of Washington, USA;

This choice of venue does not prevent either party from seeking injunctive relief in any appropriate jurisdiction with respect to a violation of intellectual property rights or confidentiality obligations.

- (ii) **Disputes with Customer.** In the event Microsoft, in Microsoft's sole discretion, decides to prosecute a claim against a U.S. Government Customer relating to the Government Partner Program, a Government Contract, or a Customer Agreement applicable to the use of Licensed Software, Company agrees to cooperate fully in the prosecution of such claim, including, but not limited to, the filing of the claim in Company's name or Microsoft's behalf and filing any appeals in a Board of Contract Appeals or Federal court.

Microsoft agrees to be responsible for Company's reasonable and documented out of pocket expenses and for the actual prosecution and settlement of all such claims, including the payment of any and all costs incurred by Microsoft in connection with such claim. Any

recoveries awarded to Company as a result of the claim in excess of those owed to Company shall be paid to Microsoft.

- e. **This agreement is not exclusive.** Government Partner and Enrolled Affiliate are free to enter into agreements to license, use, or promote non-Microsoft software or services.
- f. **Order of precedence.** In the case of a conflict between any documents in this agreement that is not resolved expressly in those documents, their terms will control in the following order of descending priority: (1) terms of this agreement and all attachments identified herein; (2) the signature form; (3) Government Partner's Channel Agreement, Government Partner Authorization, and Guide (4) the Product List; (5) License Agreement/Product Use Rights (6) all Enrollments under this Agreement; and (7) all orders submitted under this agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.
- g. **Survival.** Provisions regarding ownership and License rights, fees, use rights, restrictions on use, evidence of perpetual Licenses, transfer of Licenses, warranties, defense of third party claims, limitations of liability, confidentiality, compliance verification, obligations on termination or expiration and the other provisions in this section entitled "Miscellaneous" will survive termination or expiration of this agreement.
- h. **Independent contractors.** The parties are independent contractors. Government Partner and Microsoft are free to develop products independently without the use of the other's Confidential Information.
- i. **No transfer of ownership.** Microsoft does not transfer any ownership rights in any licensed Product. Microsoft reserves all rights not specifically granted. The Products are protected by copyright and other intellectual property rights laws and international treaties.
- j. **Free Products.** It is Microsoft's intent that the terms of this agreement and the License Agreement/Product Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Agency Affiliate is for the sole use and benefit of the Agency Affiliate for Agency purposes only, and is not provided for use by or personal benefit of any specific government employee.
- k. **Amendments.** Any amendment to this agreement must be executed by both parties, except that Microsoft may change the Product List and License Agreement / Use Rights in accordance with the terms of this agreement. Microsoft may require Government Partner to sign a new agreement or an amendment before entering into an Enrollment under this agreement.
- l. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. We encourage our customers to judiciously compare product accessibility performance. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the online services can be found at [Microsoft's VPAT page](#). Further information regarding Microsoft's commitment to accessibility can be found at www.microsoft.com/enable.
- m. **Natural disasters.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- n. **U.S. export jurisdiction.** Products and Fixes are subject to U.S. export jurisdiction. Government Partner will comply with all applicable international and national laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies. For additional information related to Microsoft compliance with export rules, see <http://www.microsoft.com/exporting>.
- o. **Rebate disclosure.** Government Partner will disclose to Enrolled Affiliate all rebates or other concessions to the extent required by applicable law, regulation, solicitation, or the the terms of Government Partner's Government Contract.

- p. Reservation of rights.** All rights not expressly granted are reserved.
- q. Calendar days.** Any reference in this agreement or an Enrollment to a “day” will be a calendar day, except references that specify “business day.”
- r. Contract copies.** Upon Microsoft’s request, Government Partner will provide Microsoft with a copy of all documents collectively constituting the complete Government Contract pursuant to which Enrolled Affiliate has licensed Products from Government Partner. Pricing information or any other information reasonably deemed confidential or proprietary in such documents shall be removed prior to providing them to Microsoft, as the copies of the Government Contract Government Partner provides to Microsoft will not be considered Confidential Information.

